



Miami-Dade County

Supplemental Agreement No. 1
Contract No. SS8541-0/12

AMENDMENT NO. 1

Contract Number: SS8541-0/12 (Effective January 1, 2008)

Contract Title: Relia-Vote™ In-Line Precinct Printer Lease

Contractor: Pitney Bowes Inc
2200 Western Court, Suite 100
Lisle, IL 60532

In accordance with the above referenced Contract, this Amendment, when properly executed, except for the 2006 Lease and 2007 Lease (as hereinafter defined) set forth in the original Contract by and between Pitney Bowes Inc. through its Document Messaging Technologies Division (including the Mail Code component of the 2006 lease), Pitney Bowes Global Financial Services LLC, and Miami-Dade County amends and replaces the original contract with the same number in its entirety and shall become effective on the date of the parties' signature below, whichever is later. In case of any conflict between the Contract and this Amendment, the terms and conditions of this Amendment shall control.

Upon execution, the Contract will hereafter be known as the Relia-Vote™ Equipment, Software, and Associated Services Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Contract No. SS8541-0/12.

Pitney Bowes Inc., through its
Document Messaging
Technologies Division

Pitney Bowes Global Financial
Services LLC

Miami-Dade County

By: Heather Fortuna

By: Salvatore Polletta

By: Edward Matguez

Name: Heather Fortuna

Name: Salvatore Polletta

Name: Edward Matguez

Title: Director, Global Business Operations

Title: Director, Credit & New Business

Title: Deputy Mayor

Date: 8/15/11

Date: July 28, 2011

Date: 12/1/11

Attest: Linda Shreve
Notary Signature

Attest: [Signature]
Notary Secretary

Attest: [Signature]
Notary Secretary

Notary Seal

My Commission Expires 7/31/12
Notary Seal

Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

LINDA SHREVE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2011



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Supplemental Agreement No. 1
Contract No. SS8541-0/12

CONTRACT NO. SS8541-0/12

RELIA-VOTE™ EQUIPMENT, SOFTWARE AND ASSOCIATED SERVICES AGREEMENT

THIS EQUIPMENT, SOFTWARE LICENSING, MAINTENANCE, SUPPORT, AND PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND PITNEY BOWES, INC, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WHICH INCLUDES PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC, WITH OFFICES LOCATED AT 27 WATERVIEW DRIVE, SHELTON, CT 06484, ("PBGFS") AND PITNEY BOWES INC., THROUGH ITS DOCUMENT MESSAGING TECHNOLOGIES DIVISION, HAVING ITS PRINCIPAL OFFICE AT 37 EXECUTIVE DRIVE, DANBURY, CONNECTICUT 06810 ALL OF WHICH TOGETHER CONSTITUTE PITNEY BOWES INC (HEREINAFTER REFERRED TO AS THE "CONTRACTOR").

RECITALS

WHEREAS, on May 8, 2006, the County and the Contractor entered into Contract No. BW8052-0/11 for the lease and purchase of various equipment, software and associated services, of which the lease (2006 Lease) will expire on May 8, 2011;

WHEREAS, that certain software license called On Route Software, currently a part of the 2006 Lease will expire effective June 30, 2011;

WHEREAS, on December 20, 2007, the County and the Contractor entered into Contract No. SS8541-0/12 for the lease and purchase of additional equipment, software and associated services, of which the lease (2007 Lease) which will expire on January 15, 2012;

WHEREAS, the parties agree that the terms and conditions outlined in Appendix C, "2006 Lease" and Appendix D, "2007 Lease" shall remain in full force and effect until their respective expiration dates;

WHEREAS, the County desires to procure from the Contractor continued access to equipment and additional software licenses and associated maintenance and support service for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Equipment and Software which are furnished to the County in connection with the Equipment and Software.



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1.2 "Equipment" shall mean all hardware listed in Appendix A, "Scope of Services" attached hereto. Appendix A, "Scope of Services" may be amended from time to time by the parties in writing.

1.3 "Maintenance" shall mean the product updates and product upgrades required for the County to achieve optimal performance of the Software.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the Equipment and Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.5 "Software" shall mean the computer programs in machine readable object code form listed in Appendix A, "Scope of Services" attached hereto and any subsequent error corrections or updates supplied to the County by the Contractor pursuant to this Agreement. Appendix A, "Scope of Services" may be amended from time to time by the parties in writing.

1.6 "Support Services" shall mean the process to resolve reported incidents through repair, error correction, patches, hot fixes, workarounds, replacements or any other type of correction or modification required to fully utilize the Equipment and Software capabilities.

ARTICLE 2. ORDER OF PRECEDENCE

Except for leasing terms identified on Appendix C, "2006 Lease" and Appendix D, "2007 Lease", that shall remain in effect until such time as the Final Transfer Payment is completed, as identified in Appendix B, "Price Schedule," if there are any conflicts between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) any associated appendixes, addenda and attachments, incorporated herein by referenced. Neither party will be subject to any provisions of any pre-printed purchase order, acknowledgment, or other similar form.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.



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- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. AMENDMENTS

No amendment to this Agreement will be effective unless it is in writing signed by duly authorized representatives of both parties. Both parties agree that the terms of this Agreement may not in any way be explained or supplemented by a prior performance, trade usage, or course of dealing between the parties, or by any prior performance between the parties pursuant to this Agreement or otherwise.

ARTICLE 6. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all third party claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 7. AGREEMENT TERM

7.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through December 31, 2013. The County, at its sole discretion, reserves the right to exercise the option-to-renew this Agreement for three (3) additional one (1) year terms.



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7.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the current Agreement period or beyond any of the renewals.

7.3 Notification. The County will notify the Contractor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. GRANT OF LICENSE

8.1 Non-Transferrable Software. Contractor grants the County a limited, annual, non-transferable, non-exclusive license to use the licensed Software and Documentation in accordance with the terms of this Agreement as outlined in Appendix A, "Scope of Services." Such license shall not be construed to be any license to source code for any of the Software. Unless terminated as provided herein, the term of the License for the Software shall commence on January 1 annually and shall continue for a period of one (1) year. Thereafter, the License shall be renewed with each extension or renewal mentioned in Article 7 above, unless either party gives written notice of its intention not to renew no less than ninety (90) days prior to the anniversary date. The County is authorized to use the Software solely for its own internal operations as indicated in this Agreement.

If applicable, the Contractor shall, at its own expense, secure and administer for the County, and grant to the County, in the County's name, any and all necessary sublicenses or direct licenses for the third-party software, which shall be non-exclusive to use the third-party software, for any purpose not expressly forbidden by the terms hereof. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions that are mutually agreed upon between the County and the Contractor.

8.2 Transferrable Software. Contractor grants the County a limited, perpetual, non-transferable, non-exclusive license to use the licensed Software and Documentation in accordance with the terms of this Agreement as outlined in Appendix A, "Scope of Services." Such license shall not be construed to be any license to source code for any of the Software. The County is authorized to use the Software solely for its own internal operations as indicated in this Agreement.

8.3 TrackMyMail Software. Contractor owns and hosts an on-line solution that allows users to track First-Class and Standard-Class mail and view online reports that show where such mail is in the mailstream and when it's been delivered. During the term of this agreement, including any renewal or extension periods, the Contractor grants the County the right to access and use the TrackMyMail Solution on an annual basis. The TrackMyMail Solution will be for outbound mail tracking services only and will provide current standard reports and associated upload options. The County shall be responsible for printing its own United States Post Office compliant bar codes. TrackKits and other label products are not included in the TrackMyMail Solution.

8.4 Restrictions and Limitations of TrackMyMail Software. County agrees that it shall not, and shall not permit any of its employees or independent contractors or any other third party to, (i) create any Web links to any URL on the TrackMyMail Solution or to any web pages contained therein, (ii) copy, reproduce, distribute, publish, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the TrackMyMail Solution, (iii) distribute any part of the TrackMyMail Solution over any network, including a local area network, or to sell or offer it for sale and (iv) develop any kind of a database using any file accessed as part of use of the TrackMyMail Solution. Notwithstanding the foregoing, County is authorized to download material from the TrackMyMail Solution for its own personal, noncommercial use. As used herein, "personal, noncommercial use" means that County may make one machine readable copy and/or one print copy of information of personal interest.

8.5 Backup Copies. The County shall have the right to make no more than one copy of the Software solely for backup and archival purposes and exclusively for the County's internal use provided that such copies include all original copyright and other proprietary notices.



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ARTICLE 9. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with the required technical support and maintenance services for the Equipment and Software in the manner outlined in Appendix A, "Scope of Services" throughout the term of this agreement, including any options or extensions exercised by the County.

ARTICLE 10. TRANSFER OF EQUIPMENT OWNERSHIP

Upon completion of the "Final Transfer Payment" outlined in Appendix B, "Price Schedule," the County shall be granted by the Contractor, full and exclusive ownership and control over the Equipment and Software specifically identified as "TRANSFERRABLE RELIA-VOTE™ MAIL BALLOTING SYSTEM COMPONENTS" in Appendix A, "Scope of Services" and the terms of Appendix C, "2006 Lease" and Appendix D, "2007 Lease" will no longer apply to the Equipment.

For the avoidance of doubt the Final Transfer Payment for the 2006 Lease will occur on or about July 1, 2011. Similarly the Final Transfer Payment for the 2007 Lease will occur on or about January 15, 2012.

ARTICLE 11. TEST AND ACCEPTANCE

The Contractor shall configure and program the Equipment and Software to conform to Appendix A, "Scope of Services." The Equipment and Software will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the Equipment and Software and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Equipment and/or Software to satisfy the acceptance criteria and conform to the requirements set forth in the Appendix A, "Scope of Services" may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Equipment and Software require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements, and/or new releases of the software available for testing.
- The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- The County will be granted five (5) business days or other timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet;
- The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly;
- Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties;
- Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County;

ARTICLE 12. FEES AND PAYMENT

12.1 Fees. Prices shall remain firm and fixed for the term of the Contract as stated in Appendix B, "Price Schedule", including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. Any services not contemplated by this Agreement,



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such as special programming, may be available upon request and are subject to hourly rates outlined in Appendix B, "Price Schedule."

12.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

12.3 Invoices. All invoices issued by the Contractor, shall be supported by receipt bills or other documents reasonably required by the County. Invoices shall show the County's Agreement number, and shall have a unique invoice number assigned by the Contractor. Invoices for Professional Service shall be issued in accordance with the Phases and Tasks outlined in Appendix A, "Scope of Services" and Appendix B, "Payment Schedule." Invoices for Software Maintenance and Support Services shall be issued on an annual basis 60 days in advance of the expiration date of the previous year's Services. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. In the event of any difference concerning the payment obligations between the parties, the County, by the County Manager, shall deliver a clear statement of its position on all matters at issue not later than sixty (60) days after the date on which the subject invoice was received by the County. In addition to the remedies stated above, Contractor reserves the right to suspend access to the TrackMyMail Solution or withhold any Services hereunder during any period in which the County's account is more than sixty (60) days past due.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Elections Department
2700 NW 87th Avenue
Doral, FL 33172

Attention: Patricia Prochnicki
Phone: (305) 449-8568

The County may at any time designate a different address and/or contact person by giving written notice to the Contractor.

ARTICLE 13. PROTECTION OF SOFTWARE

13.1 Proprietary Information. The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could hard the County's proprietary interest therein.

13.2 Proprietary Rights. The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

13.3 Ownership. All intellectual property or other proprietary rights under any jurisdiction throughout the world including, without limitation, copyrights, patents, trademarks, trade names and trade dress rights, trade secret rights, rights of publicity; and other intellectual property rights, wherever recognized (collectively, "Intellectual Property Rights") in and to the Software, whether developed prior to, during or after the date of this Agreement, are and will remain the sole and



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exclusive property of the Contractor and its licensors. No Intellectual Property Rights will transfer to the County by virtue of its use of the Software. The County agrees to secure and protect the Software and copies thereof in a manner consistent with maintenance of County's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

13.4 TrackMyMail Software. The TrackMyMail Software, including, but not limited to data, text, reports, content, photographs, graphics, video and audio is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual elements comprising the TrackMyMail Software are also copyrighted works. The County must abide by all additional copyright notices or restrictions contained in the TrackMyMail Software. The County agrees to not use any Content to create a competitive product.

13.5 Passwords. The County agrees that it is responsible for maintaining the confidentiality of its account number and passwords to the Software. The County agrees to immediately notify Contractor of any unauthorized use of its account or any other breach of security of which County becomes aware.

13.6 No Reverse Engineering. The County agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software; (b) alter or modify the Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by County will be deemed to be the property of and owned by Contractor or the Third Party provider who provided such content.

13.5 Third Party Content. Various third party software and other documentation may have been incorporated into the Software and/or the Documentation by Contractor under permission from Contractor's licensors and suppliers. Notwithstanding the foregoing, any separate software license agreement provided with any Excluded Software shall apply to such Excluded Software. Certain Third Party Content provided hereunder requires the County be certified by the United States Postal Services. Licensee's failure to obtain such certification shall not impact Licensee's obligation to pay to Pitney Bowes fees due hereunder. In addition, certain Third Party Content requires the County to agree to additional terms of use set forth on Appendix A and B. If Contractor's license to any Third Party Content terminates, County agrees: (a) that the Agreement and all other agreements related thereto (e.g. equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from Contractor; and (c) that Contractor shall have no further obligation with respect to such Third Party Content.

13.6 Export and Other Laws. The County agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Contractor, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Contractor nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, the County and Contractor shall comply with all applicable laws and regulations relating to the Software and its use. In addition, certain United States Postal Service regulations and/or rules prohibit the transfer of certain software outside of the United States.

ARTICLE 14. CONFIDENTIALITY

14.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of Florida Statutes. The County's compliance with, or good faith attempt to comply with the requirements of Section 119 of Florida Statutes will not be considered a breach of this Agreement

14.2 Confidential Information for the purposes of this Agreement will mean all tangible and intangible confidential and proprietary information and trade secrets owned or possessed by either party prior to the expiration or termination of this Agreement. Both parties agree to hold the Confidential Information in strict confidence, and apply at least the standard of care that each party would use in protecting its own Confidential Information, and not to disclose such Confidential Information to any third party, and without the written permission, not to use any Confidential Information except as reasonably required to exercise its rights or perform its obligations under this Agreement.



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14.3 All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, provided by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, may include Confidential Information and if so, may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose.. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County.

14.4 The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

14.5 Injunctive Relief. The parties hereto agree that remedies at law may be inadequate to protect against a breach of this Article 14 and both parties hereby agree to grant injunctive relief in favor of the other party without proof of actual damages for any breach of those sections. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

14.6 Survival. Both parties' obligations under this Article 14 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

14.7 Exclusions. The obligations set forth in above will not apply to information that (i) was previously known to the parties free of any obligation to keep it confidential; (ii) is or becomes generally known to the public or is obtainable from public sources other than as a result of an act or omission of the parties, (iii) is independently developed by or on behalf of the one party without use of or reference to the other party's Confidential Information or (iv) has been supplied to the either party after the time of receipt without restriction by a third party who is under no obligation to the disclosing party to maintain such information in confidence. If a party is compelled to disclose the Confidential Information by a governmental agency or a court of law having proper jurisdiction, the party will give the other party reasonable notice to enable such party to try to protect the confidentiality of the Confidential Information.

ARTICLE 15. WARRANTIES

15.1 Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to Software System, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.

15.2 Limited Warranty. Contractor represents and warrants to the County that the Equipment and Software, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Equipment and Software for a period of one year from the date of Acceptance.

15.3 Limitations. Notwithstanding the warranty provisions set forth in Section 15.2 above, Contractor will assume the obligations stated in this Agreement only if County operates the Equipment and Software in accordance with manufacturer's published specifications for such Equipment and Software including, without limitation, under suitable temperature, humidity, line voltage, and any other manufacturer specified environmental conditions and only if County uses reasonable care in handling, operating, and maintaining the Equipment and Software; and only if County uses the Equipment and Software only for the ordinary purpose for which it is designed. The Contractor shall have no warranty obligations with respect to any failures of the Software System which are the result of accident, abuse, misapplication, or extreme power surge.



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15.4 Equipment Warranty. For Equipment provided pursuant to this Agreement, Contractor warrants to the County that Contractor's product ordered hereunder will be free from manufacturing defects in material and workmanship and that it will perform according to Contractor's published specifications for one (1) year, or for Sorting Systems, until the manufacturer's published usage limits have been reached, whichever occurs first, commencing immediately upon the date of Acceptance. If the County has any material problems with the Equipment involving a manufacturing defect in material or workmanship during the warranty period, Contractor will repair or, at the Contractor's option, replace the Equipment having such problems. During the warranty period, Contractor will be responsible for the cost of parts and service labor necessary to repair or replace the Equipment or, at the Contractor's option, replacing the Equipment. Contractor does not assume a warranty obligation for consumable parts or supplies such as print heads and ink, or for parts worn out due to extraordinary use of the Equipment or use inconsistent with manufacturer's published specifications.

This warranty excludes: (a) preventive maintenance, routine service and normal wear; (b) Equipment serviced, repaired, refurbished or otherwise disassembled/reassembled by persons not certified by Contractor to perform such service and repair; (c) damage to the Equipment caused by use of spare parts or supplies not supplied by Contractor; (d) damage to Equipment caused by failure to use Contractor's authorized procedures and processes; (e) the effects or outcome of integrating or connecting Contractor's Equipment with products or processing equipment of companies other than Contractor's or its wholly-owned subsidiaries.

THE ABOVE-STATED WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT PROVIDED AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY.

15.5 Software Warranty. For Software provided hereunder, Contractor warrants that for a period of one (1) year from the date of Acceptance, Contractor's Software will conform to all substantial operational functions of Contractor's Software described in any Documentation provided if installed and used in the operating environment specified therein. If Contractor's Software does not so conform during the warranty period Contractor shall, at Contractor's option repair or replace the Software.

The County represents, warrants and agrees that: (i) it will use the Software for lawful purposes only and in a manner consistent with local, state and federal laws and regulations, (ii) it has and will have the power and authority to enter into and perform its obligations under this Agreement, (iii) any information provided to Contractor in connection with County's use of the Software shall be accurate, and (iv) it will not use Contractor's name, image, copyright or any of its intellectual property without Contractor's prior express written consent, which may be withheld, denied or withdrawn, by Contractor at any time for any reason, in its sole discretion.

The warranties provided herein shall not apply if Contractor's Software fails to perform as a result of: (i) Contractor's Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with Contractor's instructions; (ii) Contractor's Software having been altered, modified, converted or repaired by anyone other than Contractor; (iii) Contractor's Software having been used with any County or third-party hardware or software not approved in writing by Contractor; (iv) negligence, accident, misuse, abuse, operator error or any other cause within County's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by the County; or (viii) any use of the Contractor's Software beyond the number of locations or the number of computer systems permitted by and/or paid for under this Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Contractor's negligence or willful misconduct.

THE ABOVE-STATED WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO THE SOFTWARE PROVIDED AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY.

15.6 Service Warranty. For services provided hereunder, Contractor warrants that such services shall be performed in a professional and workmanlike manner. REPLACEMENT AND/OR ADDITIONAL PARTS USED IN CONNECTION WITH THE MAINTENANCE OF THE PRODUCTS HEREUNDER ARE PROVIDED WITHOUT WARRANTY OF ANY KIND.



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CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15.7 Postal Service Data. The TrackyMyMail Software provides processing of confirm data provided by the Postal Service. The Contractor makes no warranty of any kind whatsoever, and specifically with respect to the data provided by the Postal Service, makes no assurances as to the accuracy, timeliness, or completeness of said data, and also has no responsibility for delivery of mail by the Postal Service, or any role in investigating any delivery problems beyond delivering data in accordance with contractor's standard business operations. In addition, any and all data is delivered and provided with all faults and contractor makes and no additional express or implied warranties.

15.8 Third Party Links. None of the links which may be provided by the Software, which may allow the County to visit the sites of other companies, and none of such companies to whom they belong, are controlled by Contractor. Accordingly, Contractor makes no representations concerning the information provided in these sites nor the quality or acceptability of the products or services offered by the companies referenced in these sites. Contractor has not tested and makes no representations regarding the correctness, performance or quality of any software found at these sites. The County should research and assess the risks which may be involved in accessing and using any software on the internet before using it.

ARTICLE 16. IDEMNIFICATION AND INSURANCE

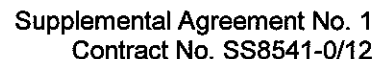
a) Indemnification. Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from bodily injury or death to any person or tangible property damage, to the extent that such injury or damage is caused by Contractor's gross negligence or willful misconduct in its performance of services while on the County's business premises (or by Contractor's employees, agents, servants, partners principals or subcontractors).

In the event that the County becomes aware of any claim alleging bodily injury or death or tangible property damage as described above, the County shall immediately notify Contractor. Contractor shall have the right and option in the first instance, through counsel of its own choosing and its own expense, to deal with, defend, settle or compromise any such claim. If Contractor does not appoint counsel to deal with, defend, settle or compromise any such claim after receiving notice thereof, the County may then deal with, defend, settle or compromise such claim through counsel of its own choosing at the expense of Contractor. In such event, (1) County shall be permitted to control the defense of such claim and shall keep Contractor advised with respect to the conduct of such defense, settlement or compromise; (2) any settlement or compromise shall be for the account of Contractor; and (3) no settlement or compromise shall be made without the prior written consent of Contractor, which consent shall not be unreasonably withheld.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

b) Insurance. The Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.



All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this Agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Article remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor in accordance with Article 7 of this Agreement. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Article 16 of this Agreement.

Notwithstanding any other provision of this Agreement to the contrary, Contractor's total liability relating to the County, except to the extent losses are covered by proceeds of any insurance provided pursuant to Article 16 hereof, for any claim of any kind shall not exceed in aggregate the total value of this Agreement; however, Contractor shall have no liability for any damage the County may incur through its own negligent acts or omissions or its misuse of the equipment, software or services.

Software provided hereunder may require the County to provide testing materials to the United States Postal Service (USPS) for purposes of ensuring MERLIN compliance. Contractor assumes no liability for the County's failure to obtain USPS approval.



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ARTICLE 18. DEFAULT AND TERMINATION

18.1 Termination based on fraud. The County may terminate this Agreement if the Contractor, an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

18.2 Termination for Convenience. **The following terms do not apply to the 2006 Lease or the 2007 Lease terms and conditions, and will not govern. This section will apply only to related maintenance and license fees under this Agreement.** In addition to cancellation or termination as otherwise provided in this Agreement, either party may at any time, with or without cause, terminate any or all parts of this Agreement by thirty (30) day written notice to the other party and in such event:

- a) The notified party shall, upon receipt of such notice, unless otherwise directed by the notifying party: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement for convenience only, the Contractor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) All compensation pursuant to this Article are subject to audit.

18.3 Termination for Default. **The following terms do not apply to the 2006 Lease or the 2007 Lease terms and conditions, and will not govern. This section will apply only to related maintenance and license fees under this Agreement.** This Agreement may be terminated by the nondefaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 14 (Confidentiality) or makes an assignment in violation of Article 20 (Nonassignability); (3) if the Contractor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors. In addition, Contractor, may terminate or suspend the County's account and delete any content stored in County's account if, in Contractor's sole discretion, County violates any laws in connection with its use of the Software or any other third-party software under this Agreement. Contractor may also terminate this Agreement if a competent regulatory authority requires Contractor to do so. Contractor will not be liable to County or any third party for any suspension or termination of County's access to the Software.

18.4 Effective Date of Termination. Termination due to a material breach shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

18.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 19. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if



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delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Elections Department
2700 N.W. 87th Avenue
Doral, FL 33172

Attention: Bob Vinock
Phone: (305) 499-8365
E-mail: bobv@miamidade.gov

and to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Beth Goldsmith
Phone: (305) 375- 4417
Fax: (305) 375- 5688
E-Mail: bgoldsm@miamidade.gov

(2) To the Contractor

Pitney Bowes Inc
Document Management Technologies
37 Executive Drive
Danbury, CT 06810-4148

Attention: President
Fax: (203) 748-7680

and a Copy to:

Pitney Bowes Inc
1 Elm Croft Road
Stamford, CT 06926-0700

Attention: General Counsel
Fax: (203) 351-7984

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 20. NONASSIGNABILITY

Neither party shall assign this Agreement or its rights hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.



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ARTICLE 21. INSPECTOR GENERAL REVIEWS

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General (IG) which may, on a random basis, perform audits, inspections, and reviews of all County/Trust contracts. This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Contractor under this contract will be assessed one quarter (1/4) of one (1) percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless, as stated in the Special Conditions, this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Contractor shall in stating its agreed process be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposal or bid form. The audit cost shall also be included in all change orders and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized to investigate County affairs and empowered to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County and Public Health Trust staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon ten (10) days written notice to the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (proposal preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

1. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
2. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.

Nothing in this section shall impair any independent right to the County to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Trust; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; (n) interlocal agreements; and (o) grant agreements granting not-for profit organizations Building Better Communities General



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Obligation Bond Program funds. Notwithstanding the foregoing, the Trust may authorize the inclusion of the fee assessment of one-quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Trust contracts including, but not limited to, those contracts specifically exempted above

ARTICLE 22. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Agreement (whether in Agreement, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, the county of Miami-Dade.

ARTICLE 23. COUNTY USER ACCESS PROGRAM (UAP)

23.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

23.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

23.3 Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

ARTICLE 24. VENDOR REGISTRATION AND FORMS

(A) Vendor Registration. The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit* (Section 2-8.1 of the County Code)
2. *Miami-Dade County Employment Disclosure Affidavit* (Section 2-8.1(d)(2) of the County Code)
3. *Miami-Dade County Employment Drug-free Workplace Certification* (Section 2-8.1.2(b) of the County Code)
4. *Miami-Dade County Disability and Nondiscrimination Affidavit* (Section 2-8.1.5 of the County Code)
5. *Miami-Dade County Debarment Disclosure Affidavit*

- (Section 10.38 of the County Code)
6. *Miami-Dade County Vendor Obligation to County Affidavit* (Section 2-8.1 of the County Code)
7. *Miami-Dade County Code of Business Ethics* (Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. *Miami-Dade County Family Leave Affidavit* (Article V of Chapter 11 of the County Code)
9. *Miami-Dade County Living Wage Affidavit*



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(Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
(Ordinance 97-35)

12. Subcontractor/Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms

(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the

County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

(B) Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 25. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 26. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed



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members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 27. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the same shall be deemed to be of no effect and deemed stricken from this Agreement. The remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 28. INTELLILINK™ SUBSCRIPTION AND METER RENTAL

The County acknowledges that pursuant to United States Postal Service (USPS) regulations, the Contractor must retain all ownership rights for the IntelliLink™ Control Center and associated postage meter. The Contracts grants the County the right to use the IntelliLink™ Control Center and associated postage meter for the purpose of processing mail. The County understands that tampering with or misusing the IntelliLink™ Control Center and associated postage meter is a violation of federal law. The County further acknowledges that only attachments or printing devices authorized by the Contractor may be utilized in conjunction with the IntelliLink™ Control Center and associated postage meter.

Both parties acknowledge that collection of information from the IntelliLink™ Control Center and associated postage meter is authorized by law, and such information shall be used to administer postage meter activities. Such information shall be subject to disclosure as required by law. The Contractor may access or download information remotely from the IntelliLink™ Control Center and associated postage meter to obtain information regarding the County's postage usage amounts and patterns in order to conduct inspections as required by the USPS regulations. The Contract will not share any such information with any third parties.

The County shall notify the Contractor prior to moving the IntelliLink™ Control Center and associated postage meter to a different location.



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ARTICLE 29. UNITED STATES POSTAL SERVICE ACKNOWLEDGEMENT OF DEPOSIT

The County acknowledges that funds must be transferred to the USPS through a lockbox bank for the purpose of prepayment of postage on the IntelliLink™ Control Center and associated postage meter. The County may, from time to time, make deposits in the lockbox bank account identified as "United States Postal Service CMRS-PB." The USPS may, at its discretion, designate itself or a successor as the recipient of deposits made by the County. Any deposits made by the County shall be credited by the USPS only for the payment of postage issued through the IntelliLink™ Control Center and associated postage meter. Such deposits will be held within the Postal Service Fund at the U.S. Treasury and may be commingled with the deposits of other entities. The County shall not receive or be entitled to any interest or other earned income on such deposits. The USPS will provide the County with a refund for remaining postage balances. The lockbox bank will provide a refund to the County for deposits otherwise held by the USPS. All deposits and refunds shall be provided in accordance with the rules and regulations governing deposit of funds for computerized resetting systems, published in the Domestic Mail Manual Transition Book or its successor. The lockbox bank, which shall collect funds on behalf of the USPS, shall provide the Contractor, on each business day, information as to the amount of each deposit made by the County in order to allow the Contractor to maintain updated records. The Contractor may deposit funds on behalf of the County. The USPS will make no advances. The County acknowledges that the terms of acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice. The County acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to deposits. The County shall become subject to the terms and conditions of this acknowledge at the time when any transaction through the lockbox bank is completed.

ARTICLE 30. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, and shall be treated as Termination for Convenience. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 31. FORCE MAJEURE

Neither party hereto shall be responsible for any failure or delay in the performance of any obligation hereunder if such failure or delay is due to a cause beyond the party's control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

ARTICLE 32. SURVIVAL

The parties acknowledge that the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 33. UNITED STATES POSTAL SERVICE (USPS) COMPLIANCE

The Contractor shall insure that the System performs in accordance with all regulations mandated by the USPS.

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Appendix A – Scope of Services



Appendix A – Scope Of Services

BACKGROUND

The Miami-Dade County Elections Department is responsible for administering election activities within Miami-Dade County. In order to ensure the greatest access to voting for all citizens of the County, the Elections Department provides vote by mail services for its constituents. The County utilizes the proprietary Pitney Bowes Inc. Relia-Vote™ Mail Balloting System.

REQUIREMENTS TO BE PROVIDED:

The Contractor shall provide the County with the following System components for the purpose of conducting vote by mail services:

- Global Mainstream Solutions FilePrep Module for the purpose of ballot file preparation. This shall include setup.
- Relia-Vote™ AutoBallot Mailer for the purpose of assembly of outgoing ballot packages. This shall include setup.
- ImageLink Relia-Vote™ Sorter System for the purpose of sorting, tracking, and auditing outgoing and incoming ballot packages appropriately. This shall include setup.
- Relia-Vote™ In-Line Precinct Printer Solution for the purpose of printing precinct information directly on the ballot
- Relia-Vote™ Mission Critical Site Server for the purpose of maintaining ballot data that is processed via the System. This shall include setup.
- Direct Connect Spare Server for Insertor to serve as a cold spare in the case of failure of the primary Relia-Vote™ Mission Critical Site Server to minimize downtime
- IntelliLink™ Control Center and associated meter for the purpose of making payment to the USPS for ballot packages shipped by the County. This shall include setup and establishment of accounts.
- TrackMyMail Software System for the purpose of tracking and reporting on the shipment and delivery of ballot packages shipped by the County. This shall include setup and establishment of accounts.

TECHNICAL SUPPORT AND MAINTENANCE SERVICES TO BE PROVIDED:

The Contractor shall provide Technical Support Services shall be provided in the following manner:

- Technical Support Services shall include but not be limited to general support activities; remedial resolution activities to resolve System issues including completing repairs on Equipment to maintain functionality up to manufacturer specifications; correcting programming and coding errors; and supplying solutions to known system errors which affect the operation of any or all portions of the Software. Technical Support Services for Equipment shall be available from the hours of 8:00AM to 5:00PM (Eastern Standard Time), Monday through Friday. Contractor shall provide telephone support on the TrackMyMail Software to the County during the hours of 8:00 AM to 6:30 PM (Eastern Standard Time) via the following toll free number: 888-444-9972 x1043.
- Contractor shall provide telephone advice and e-mail assistance by individuals with experience in functional and operational areas of the Equipment and Software regarding issues involving the usage of the System (rather than error correction), including, but not limited to, advice and assistance covering the System, and general usage issues such as capacity and/or response times. This support provided between the hours of 8:00AM to 5:00PM (Eastern Standard Time), Monday through Friday for Equipment.
- Contractor shall provide a list of assigned contact names and phone numbers (a "Contact List") for technical support. The Contact List may be updated by Contractor from time to time upon written notice to County, provided that if County has any reasonable objections to any such revisions, Contractor will work with County to resolve such objections.
- Contractor shall provide technical support in the follow manner for System Outages during which the complete cessation of the Equipment's or Software's ability to perform its prescribed applications due to software, hardware or mechanical failure:



- The appropriate Contractor Customer Service Representative (CSR) will promptly respond to any request for service received from County's operators during the agreed maintenance hours and record the service call in the Contractor's service management system via a handheld device for any Outage of fifteen (15) minutes duration or longer. The Outage period will begin to run from the time the CSR receives proper notification thereof.
 - If the Outage extends beyond one hundred twenty (120) consecutive minutes, the CSR will contact the area Technical Resource Person (TRP) for assistance. The TRP will provide telephone support as required in the determination of CSR and TRP.
 - If the Outage extends beyond two hundred forty (240) consecutive minutes, the TRP will contact the Service Manager and Division Specialist. The Service Manager will review the Equipment or Software condition with the TRP, plan the necessary corrective action and notify the County as to the action being taken.
 - If the Outage extends beyond four hundred eighty (480) consecutive minutes, Contractor will notify the Division Services Director and will determine whether additional on-site support is required.
 - If the Outage extends beyond seven hundred twenty (720) consecutive minutes, the Vice President of Customer Service will be notified and appropriate additional on-site support will be supplied at no cost to the County.
- Contractor will provide after hours emergency technical support via a telephone support number during County-wide elections. County will provide the Contractor with at least thirty (30) days notice in advance of County-wide elections during which emergency technical support may be necessary. Contractor guarantees a call-back to the County within 60 minutes of the initial after hours emergency telephone call. If a response call is not received within 60 minutes, one of hour of the technical support fees will be waived for each hour extending beyond the 60 minute call back window. The fees for emergency technical support are outlined in Appendix B, "Price Schedule" under the heading "Optional Items."

Election Day On-Site Support Services shall be provided in the following manner:

- The Contractor shall provide the County with on-site technical support for the first three (3) days of ballot inserting for all County-wide elections. County will provide the Contractor with at least thirty (30) days notice in advance of needed service. At the time of the thirty (30) days notice, the County will advise of any potential supplemental services dates that may be required. Services shall be provided at the rates outlined in Appendix B, "Price Schedule" and in accordance with the following schedules:
 - In even numbered, non-Presidential Election years, on-site support in the form of one (1) consultant shall be provided for the following scheduled elections:
 - The Florida Primary Election
 - The Florida General Election
 - In even numbered, Presidential Election years, on-site in the form of one (1) consultant support shall be provided for the following scheduled elections:
 - The Presidential Primary
 - The Florida Primary Election
 - The Florida General Election
 - In odd numbered years, on-site support in the form of one (1) consultant shall be provided for the concurrently scheduled, municipal elections for Hialeah, Miami, Miami Beach, and Homestead.
 - In any year, on-site support in the form of one (1) consultant shall be provided for unscheduled County-Wide Special or General elections.

Maintenance Services shall be provided in the following manner:

- Contractor shall offer the County preventative maintenance services on all Equipment to include inspecting, cleaning, and periodically lubricating various components as well as replacing worn parts. The County and Contractor shall establish a mutually agreed upon time for such services.
- Contractor shall provide quarterly national and state updates to the Contractor's national address directory.



- Contractor shall provide notice to the County via E-mail when new minor/medium/major updates are available and will advise of any System downtime.
- Contractor shall attempt to correct documented errors in the Software. Errors must be reported to Contractor within a reasonable time and must be repeatable by Contractor. Contractor shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. The County shall provide Contractor with reasonable direct and/or remote access to the County's equipment, the Software and all relevant documentation and records, and shall provide such reasonable assistance as Contractor may request, including, but not limited to, providing sample output and other diagnostic information.
- Contractor shall provide the County, at no additional cost, error corrections, modification or minor enhancements (Updates) for the Software when such Updates are developed or published by Contractor and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by Contractor will be offered to the County at Contractor's then current rates. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by Contractor.
- Contractor shall not complete any Equipment or Software modifications without prior consent of the County.
- Contractor shall not require the County to undergo any non-essential Software Updates within 60 days of a scheduled mailing. All Updates within 60 days of a scheduled mailing must be mutually agreed upon. At the request of the County, on-site services may be provided at the fees outlined in Appendix B.
- Contractor shall provide Data Directory updates to be installed by the County on a bi-monthly basis to satisfy USPS requirements.
- Contractor shall provide Sorting updates to the County as required by the USPS, including all postal rates and classification changes.
- The County is responsible for properly managing and operating the Software and Equipment. In no event shall Contractor be responsible to correct any errors or damages resulting from the County's unauthorized changes or modifications of the Software. Contractor shall not be responsible for correcting any alleged error if the County has failed to incorporate any Update, which has been made available by Contractor.

SOFT-GUARD Rate Protection Plan shall be provided in the following manner:

- Contractor shall provide up to six (6) qualified postage rate chips (PROM) or disk replacements (media) annually. Such replacements shall be issued in the event of postal or carrier rate increases or decreases, changes in services provided by carriers (e.g. required new report formats or geographic expansions), and all zip code or zone changes. Such replacements shall not be issued in the event of a custom rate change, new classes of services offered by carriers, or the establishment of a new home zip code due to a change in Equipment location.

TRANSFERRABLE RELIA-VOTE™ MAIL BALLOTING SYSTEM COMPONENTS TO BE PROVIDED:

Equipment/Software	Quantity
Relia-Vote™ AutoBallot Mailer – Includes the Following:	N/A
• Item No. RD3W – DC NT Workstation Computer	1
• Item No. RD4C – Output Scan Camera	1
• Item No. RD62 – DC Workstation Base Software	1
• Item No. RD66 – Insert Feeder to Feeder Match Software	1
• Item No. RD88 – Advanced DC	1
• Item No. RD97 – Output Scan-In/Out Check & File-based software	1
• Item No. RDA8 – Scanning Kit – Moving Beam (Input or Output, per Channel	6



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• Item No. Y315 – Sideless Vertical Stacker with Flap Detection	4
• Item No. ZXF3 – FPS12F – 9 sta. 10x13	1
• Item No. ZX50 – Modular Friction Feeders	9
• Item No. FL7E – Flowmaster Flat Conveyor	1
• Item No. Y320 – Universal Vacuum Base	1
• Item No. Y323 – MCS 4" Print	1
• Item No. R763 – Reseliable Infinity Mail Machine	1
• Item No. RD3L – DC Computer	1
• Item No. RD3M – DC Standard Server	1
• Item No. RD04 – DC Printer Integration Software for MCS	1
• Item No. ZX1C – Air Compressor	1
ImageLink Relia-Vote™ Sorter – Includes the Following:	N/A
• Item No. SR2J – Eight (8) Standard Sorting Racks	4
• Item No. SR2K – Image Endorsement Printer	1
• Item No. SR2R – Selective Letter Opener	1
• Item No. SR2S – Remote Diagnostic Server	1
• Item No. SR5L – One Set (2) Tray Tag Printers	1
• Item No. SR65 – WABCR/POSTNET Barcode Reader w/o MLOCR	1
• Item No. SR6G – Two-line LCD Display	4
• Item No. SR6N – Olympus II Base Transport	1
• Item No. SR7D – Eight (8) Standard Sorting Pocket Cluster, Oly II	4
• Item No. SR7S – Doubles Detector	1
• Item No. 1005581-01 – Hardware Spares Kit	1
• Item No. 88740725 – Mail Justifier	1
• Item No. 1011162-01 – Precinct Sortation	1
• Item No. 100645-01 – Local Image Archiving	1
• Item No. 1011163-01 – Reporting Package	1
• Item No. 88740726 – Report Printer	1
• Item No. 88411282 – Tray Tags – 1 Case	1
• Item No. 1002960-03 – 24K Kit	1
Global Mainstream Solutions FilePrep Module – Includes the following:	N/A
• Item No. WDFI – Document Formatting Option	1
• Item No. WDPR – SmartMailer 7 with DPV	1
• Item No. WMP3 – Forwardtrak Net for SmartMailer for 900,000 Records	1
• Item No. WPB5 – PB First Base License (Includes 5 applications)	1
• Item No. WPF6 – PB First Integration – Level 6	1
• Item No. WPSM – SmartMailer Interface Option	1
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution – Includes the following:	N/A
• Trimmed Printer-Ready Friction-based Enclosure Feeders	5
• Monitor	1



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• Keyboard	1
• Mouse	1
• KVM Switch	3
• Switch to Network Printer PCs to DC Server	1
• Printer PCs with Firewire Card and XP	5
• Array Imaging System 2600 Intelligent Printers with ½" of print capacity	5
• Enhanced Direct Connect software plus modification and integration	1
• Trimmed Filler Feeders to accommodate chassis placement	2
• All Associated Cabling	N/A
Relia-Vote™ Mission Critical Site Server – Includes the following:	N/A
• ftServer 4300 Rack 2-way DMR 3.2 GHz CPU 1MB iL2 Cache	1
• Microsoft Windows Server 2003 Enterprise Edition R2 (SLP Recovery CD format) License and Media	1
• ftServer System Software version 4.2, StrataDoc CD (English)	1
• Rapid Disk Resync	1
• 1GB DDR-2 Memory DIMM	4
• USB Floppy Disk Drive Kit	1
• Disk slot filler panel	4
• 74GB 3.5 10K RPM SATA Disk Drive	2
• Drive Blank for ftScalable Storage	5
• ftScalable Storage RAID Shelf with dual Fibre Channel Host Interface	1
• 73GB 15K RPM SAS Disk Drive	7
• ftScalable Adapter	2
• VS160 1 Drive In Rackmount Enclosure	1
• Ultra320 Adapter for Tape	1
• Advanced ASN Attach Kit (Contains Virtual Technician Module Pair)	1
• Full Height PCI Slot Filler Panel	1
• Dual Port 1000Base-T Ethernet PCI Adapter	2
• IO Expansion Option	1
• Read/Write DVD Pair (one per CPU/IO factory installed)	1
• ASN Modem Backplane Mounted	1
• Relia-Vote™ Mission Critical Site Server	1
• 42U Rack Skeleton	1
• All Associated Cabling	N/A
Direct Connect Spare Server for Inserter – Includes the following:	N/A
• Item No. 378737-001 – HP ProLiant DL380 G4 800 MHz, 1GB (3.4GHz Xeon or better, 6i board controller, 1GB ECC DDR SDRAM or greater, 512K Cache or greater, 2 On-board NICs or more, 3 USB ports or more)	1
• Item No. 346914-B21 – Battery Backed Cache for SA61	1
• Item No. 364507-B21 – DL380G4 Floppy Drive with Brackets	1
• Item No. 331903-B21 – Combo Drive 24X Slim Carbon All	1
• Item No. 286714-B22 – 72GB 10 K U320 UNI HDD All	2



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• Item No. EK694AA – Agere High Speed PCI Soft Modem	1
• Item No. 313881-B21 – NIC NC7170 Dual Port PCI-X 1000t GIG	1
• Item No. Q1546A – DAT40 20/40 GB DDS4 DR Hot Plug Carbon	1
• Windows 2003 Professional Server OS with 5 CALs	1
• E-trust InoculateIT Anti-Virus Software	1
• BrightStor ArcServe Vx Agent for Windows	1
• BrightStor ArcServe Backup Vx for Windows	1
• UnDelete for Windows	1
• PCAnywhere	1
• Adobe Acrobat Reader	1
• PKZIP	1
• PKZIP COMMAND LINE	1
• Compaq Smart Start	1

NON-TRANSFERRABLE RELIA-VOTE™ MAIL BALLOTING SYSTEM COMPONENTS TO BE PROVIDED:

Equipment/Software	Quantity
IntelliLink™ Control Center	N/A
IntelliLink™ Meter	1
ImageLink Software License	N/A
TrackMyMail Software System – Up to 1,000,000 Scans	N/A



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Appendix B - Price Schedule



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Appendix B - Price Schedule

A. PAYMENT SCHEDULE – INITIAL CONTRACT TERM

Description	Payment Date	Total Amount Due
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Lease Payment under the 2007 Lease	Payment Completed January 1, 2008	\$138,568.00
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Lease Payment under the 2007 Lease	Payment Completed January 1, 2009	\$138,568.00
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Lease Payment under the 2007 Lease	Payment Completed January 1, 2010	\$138,568.00
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Lease Payment under the 2007 Lease	Payment Completed January 1, 2011	\$138,568.00
SOFT-GUARD Rate Protection Plan – Prorated Annual Subscription	July 1, 2011	\$3,918.00
IntelliLink™ Control Center and Meter – Prorated Annual Payment	July 1, 2011	\$1,212.00
TrackMyMail Software System – Up to 500,000 Scans – Prorated Annual Payment	July 1, 2011	\$5,000.00
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, and Global Mainstream Solutions FilePrep Module – Final Transfer Payment under 2006 Lease	July 1, 2011	\$100.00
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, and Global Mainstream Solutions FilePrep Module – Prorated Annual Support and Maintenance	July 1, 2011	\$30,613.00
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, and Global Mainstream Solutions FilePrep Module – Annual Support and Maintenance	January 1, 2012	\$62,568.00
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Lease Payment under the 2007 Lease	January 1, 2012	\$138,568.00
ImageLink Software License – Annual Payment	January 1, 2012	\$20,240.00
SOFT-GUARD Rate Protection Plan – Annual Subscription	January 1, 2012	\$7,836.00
IntelliLink™ Control Center and Meter – Annual Payment	January 1, 2012	\$2,424.00



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TrackMyMail Software System – Up to 1,000,000 Scans – Annual Payment	January 1, 2012	\$10,000.00
Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserters – Final Transfer Payment under the 2007 Lease	January 15, 2012	\$100.00
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, Global Mainstream Solutions FilePrep Module, Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserters – Annual Support and Maintenance	January 1, 2013	\$67,568.00
ImageLink Software License – Annual Payment	January 1, 2013	\$20,240.00
SOFT-GUARD Rate Protection Plan – Annual Subscription	January 1, 2013	\$7,836.00
IntelliLink™ Control Center and Meter – Annual Payment	January 1, 2013	\$2,424.00
TrackMyMail Software System – Up to 1,000,000 Scans – Annual Payment	January 1, 2013	\$10,000.00
Total for Initial Contract Term:		\$944,919.00

B. PAYMENT SCHEDULE – FIRST OPTION TO RENEW (OTR)

Description	Payment Date	Total Amount Due
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, Global Mainstream Solutions FilePrep Module, Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserters – Annual Support and Maintenance	January 1, 2014	\$93,927.00
ImageLink Software License – Annual Payment	January 1, 2014	\$20,240.00
SOFT-GUARD Rate Protection Plan – Annual Subscription	January 1, 2014	\$7,836.00
IntelliLink™ Control Center and Meter – Annual Payment	January 1, 2014	\$2,424.00
TrackMyMail Software System – Up to 1,000,000 Scans – Annual Payment	January 1, 2014	\$10,000.00
Total for OTR 1:		\$134,427.00

C. PAYMENT SCHEDULE – SECOND OPTION TO RENEW (OTR)

Description	Payment Date	Total Amount Due
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter,	January 1, 2015	\$71,472.00



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Global Mainstream Solutions FilePrep Module, Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Annual Support and Maintenance		
ImageLink Software License – Annual Payment	January 1, 2015	\$20,240.00
SOFT-GUARD Rate Protection Plan – Annual Subscription	January 1, 2015	\$7,836.00
IntelliLink™ Control Center and Meter – Annual Payment	January 1, 2015	\$2,424.00
TrackMyMail Software System – Up to 1,000,000 Scans – Annual Payment	January 1, 2015	\$10,000.00
Total for OTR 2:		\$111,972.00

D. PAYMENT SCHEDULE – THIRD OPTION TO RENEW (OTR)

Description	Payment Date	Total Amount Due
Relia-Vote™ AutoBallot Mailer, ImageLink Relia-Vote™ Sorter, Global Mainstream Solutions FilePrep Module, Relia-Vote™ Five (5) Station In-Line Precinct Printer Solution, Relia-Vote™ Mission Critical Site Server, and Direct Connect Spare Server for Inserter – Annual Support and Maintenance	January 1, 2016	\$98,878.00
ImageLink Software License – Annual Payment	January 1, 2016	\$20,240.00
SOFT-GUARD Rate Protection Plan – Annual Subscription	January 1, 2016	\$7,836.00
IntelliLink™ Control Center and Meter – Annual Payment	January 1, 2016	\$2,424.00
TrackMyMail Software System – Up to 1,000,000 Scans – Annual Payment	January 1, 2016	\$10,000.00
Total for OTR 3:		\$139,378.00

F. OPTIONAL SERVICES

Description	Rate
Additional Onsite Support – Monday through Friday 8AM to 5PM	\$1605.00 Per Day
Additional Onsite Support – Saturday 8AM to 5PM	\$2407.50 Per Day
Additional Onsite Support – Sunday 8AM to 5PM	\$3210.00 Per Day
Additional Onsite Support – Holidays 8AM to 5PM	\$4815.00 Per Day
After Hours Technical Support Stand-by coverage (per 8 hour block)	\$35.00



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After Hours Technical Telephone/Email/Site Support Services – Monday through Friday after 5pm (2 Hour Minimum) (requires stand-by coverage)	\$190.00 Per Hour
After Hours Technical Telephone/Email/Site Support Services – Saturdays (2 Hour Minimum) (requires stand-by coverage)	\$295.00 Per Hour
After Hours Technical Telephone/Email/Site Support Services – Sundays (2 Hour Minimum) (requires stand-by coverage)	\$380.00 Per Hour
After Hours Technical Telephone/Email/Site Support Services – Holidays (2 Hour Minimum) (requires stand-by coverage)	\$570.00 Per Hour
Use of TrackMyMail Software – Beyond 1,000,000 Scans	\$15.00 Per 1000 Scans
System Development/Customization Services – Monday through Friday – 8AMto 5PM - requires 60 days advanced scheduling	\$265.00 Per Hour



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Appendix C – 2006 Lease



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Miami-Dade County



Engineering the flow of communication™

Rental account number 8539885401 ⁴⁰²

Our Business Information

Miami Dade Supervisor of Elections	CAN #	ORDER #
Legal name of renter	DBA name of renter	Tax ID # (FEIN/TIN)
700 NW 87 th Ave	Miami, FL 33166	
Billing address	City	State ZIP+4
Aria Saboya-Director of Finance		
Billing contact name	Billing contact phone #	Billing CAN #
ame		2091-9071-86-8
Installation address (if different from billing address)	City	State ZIP+4
Installation contact name	Installation contact phone #	Installation CAN #
		DMT 2091-8373-86-6 GMS 2091-9072-86-6
edit Card #	Name on card	Exp date Type of card
x exempt #	State tax (if applicable)	Fiscal period (from - to)

Our Business Needs

Quantity	Business Solution Description
1	Auto Ballot Mailer (ABM per Schedule A)
1	Image Link Sorter (IM per Schedule A)
1	File Preparation Software (FP per Schedule A)
1	Project Management/ site costs (Site per schedule A)

Check items to be included in customer's payment

- ☒ **Equipment Maintenance**
Provides service parts coverage
- ☒ **Software Maintenance**
Provides revision updates, technical assistance, license fees and subscriptions
- ☒ **Soft-Guard® Subscription**
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- ☒ **IntelliLink™ Subscription/Meter Rental**
Provides simplified billing and includes () resets per year
 - () Confirmation Services Electronic access to postal confirmation services
 - () Postage by Phone® PLUS Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Our Payment Plan

Payment	Annual amount
1	\$392,059
2	\$360,710
3	\$360,710
4	\$360,710
5	\$360,710
Initial Payment	\$100

() Tax exempt certificate attached
Initial rental term 60 month
Frequency Annually

Our Acknowledgment

I, the undersigned, as "Renter" below, you request that you rent to me the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of my payments to you of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to collectively as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on all when we accept it by having an authorized employee sign it. All payments hereunder shall be due only to us at our executive offices unless we direct you otherwise in writing.

APPROPRIATION: You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your initial term. If your appropriation to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated. If your appropriation is subsequently approved, you shall continue to pay the Total Payments for the next succeeding fiscal period, and (ii) satisfaction of all charges and expenses incurred through the end of your fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

Signature [Signature] Date 2/28/06
Name ester Sola Title Supervisor of Elections Email address [Signature]
District office PBCC acceptance [Signature]
Form, Rev (3/05) Page 1
Equipment Vendor: Pitney Bowes Inc.
For Sales and Service call 1-800-322-8000

MAY 19 2006

See Pages 2 & 3 for additional terms and conditions



Miami-Dade County

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2. **TERM.** This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this Agreement.
 3. **EQUIPMENT MAINTENANCE AGREEMENT.** If you select Equipment Maintenance, we shall provide, under the ServiceWorks maintenance agreement ("EMA"), maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. Any other service provided afterhours or otherwise will be provided, and any applicable fees charged, in accordance with the terms of the EMA, in the exhibits thereto. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.
 4. **SOFT-GUARD AGREEMENT.** If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.
 5. **SOFTWARE MAINTENANCE AGREEMENT ("SMA").** If you select Software Maintenance, we shall provide, under the SMA, at no additional charge, toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.
 6. **METER BILLING.** If you select Meter on Rental, you have entered into a Postage Meter Rental Agreement. Refer to your Postage Meter Rental Agreement for its terms and conditions. Notwithstanding anything contained herein, any meter(s) will at all times remain our property.
 7. **AUTOMATIC PROM REPLACEMENT.** If you did not select SOFT-GUARD, we shall provide without further request from you, Automatic PROM Replacement, embodying software or rate changes. You shall receive notice when replacements become available, and may order replacement PROMS whenever there is a change in a carrier's service coverage. You agree to pay the then current list price for each PROM ordered for delivery with the Equipment or supplied under the above terms, except that there shall be no charge for the replacement PROMS issued within 90 days after the equipment installation.
 8. **WARRANTIES.** We warrant the Equipment, PROMs and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for ninety (90) days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or replace any such defective item within a reasonable time. PROMs and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROMs or Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROMs and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. **THIS IS THE ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROMS AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROMS OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
 9. **COMPUTATION OF TOTAL PAYMENT.** You shall pay each and every Period Payment for the entire Initial Rental Term, subject to the Governing Body's right not to appropriate as provided in Section 1. The amount of each Period Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by you, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental). You authorize Pitney Bowes Credit Corporation ("PBCC"), as our billing and collection agent, to charge the Credit Card specified on page 1 (the "Credit Card") on the due date specified in each invoice for the full amount of each Period Payment. Immediately after the charge, PBCC shall notify you at your Billing address specified on page 1 of each Period Payment charged against the Credit Card. You authorize PBCC to charge the first Total Payment after the Equipment has been delivered by us, and to continue to charge the Credit Card for the entire Initial Rental Term of the Agreement, subject to the Governing Body's right not to appropriate as provided in Section 1.
- PURCHASE ORDER USE.** You may use a Purchase Order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be created herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, rental location, and the request for the ancillary services set forth in Sections 3 - 7.
- I. INSURANCE.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay the Period Payments or any other obligation under this Agreement.
- 2. DEFAULT.** If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option and without demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity. You will be

MAY 19 2006

Robert
5/12/06



Miami-Dade County

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responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

13. NOTICES. All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address on page one hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

14. REPRESENTATIONS; MISCELLANEOUS. You represent and warrant that: (a) you are duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against you; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and you are (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. You acknowledge that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment you shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, your Period Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Period Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Credit Corporation service this Agreement for us.

15. SECURITY AGREEMENT; PERSONAL PROPERTY. You grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title) and authorize us to file a financing statement with respect to such security interest. The Equipment shall remain personally and not realty.

16. OPTION. You shall have the option to return the Equipment (in the same condition as when delivered to you, reasonable wear and tear excepted) to us at the end of the Initial Rental Term and in consideration therefor, we shall credit your account in an amount equal to your Final Payment. In order to exercise this option, you must notify us prior to the due date of your Final Payment and deliver the Equipment to us on the due date of your Final Payment.

17. SURRENDER. If you default, or terminate this Agreement by non-appropriation under Section 1, you shall make the Equipment available to us for retrieval, in its original condition, reasonable wear and tear excepted. We agree to incur and pay all shipping costs related to such retrieval.

2017.1)

MAY 19 2006

Patricia
4/12/06



Appendix D – 2007 Lease



Miami-Dade County

Supplemental Agreement No. 1
Contract No. SS8541-0/12

658541-0/12



Engineering the flow of communication™

Rental account number **8539885403**

Your Business Information

CAN #		ORDER #
Full legal name of renter	DBA name of renter	Tax ID # (FEIN/TIN)
Miami Dade Supervisor of Elections		
Billing address	City	State ZIP+4
2700 NW 87 Ave	Miami	FL 33166
Billing contact name	Billing contact phone #	Billing CAN #
Maria Saboya - Dpty Sup. of Elections - Finance & Admin	305-499-8568	2091 9071 86 8
Installation address (if different from billing address)	City	State ZIP+4
Installation contact name	Installation contact phone #	Installation CAN #
Rosy Pastrana	305-499-8548	2095 8576 86 4
Credit Card #	Name on card	Exp date Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)

Your Business Needs

Quantity	Business Solution Description
5	Relia-Vote™ In-Line Precinct Printing Solution (see details below)
1	Relia-Vote™ Mission Critical Site Server (see details below)
1	Direct Connect Spare Server for Insertar

Check items to be included in customer's payment

☒ Equipment Maintenance
Provides service parts coverage and support as defined in Schedule below.

☐ Software Maintenance
Provides revision updates and technical assistance

☐ Soft-Guard® Subscription
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.

☐ IntelliLink™ Subscription/Meter Rental
Provides simplified billing and includes () resets per year

() Confirmation Services Electronic access to postal confirmation services

() Postage by Phone® PLUS Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Your Payment Plan

Annual Payment	Amount
1	\$ 138,568.00
2	\$ 138,568.00
3	\$ 138,568.00
4	\$ 138,568.00
5	\$ 138,568.00
Final payment	\$ 100.00

() Required advance check of \$() received

() Tax exempt certificate attached

Initial rental term 60 Months

Frequency Annual

RECEIVED
DEC 31 2007

BY:

Your Acknowledgment

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments and fees in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "First Payment" shall be referred to regularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your fiscal year. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) expiration of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to confirm the Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

Signature Maria Saboya Date 12/28/07
Print name Maria Saboya Title Deputy Supervisor of Elections - Finance
Account rep _____ District office _____ PBGFS acceptance _____



2. **TERM.** This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this Agreement.

3. **EQUIPMENT MAINTENANCE AGREEMENT ("EMA").** If you select Equipment Maintenance, we shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. Any other service provided after hours or otherwise will be provided, and any applicable fees charged, in accordance with the terms of the EMA, in exhibits thereto. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

4. **SOFT-GUARD AGREEMENT.** If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.

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6. **METER BILLING.** If you select Meter on Rental, you have entered into a Postage Meter Rental Agreement. Refer to your Postage Meter Rental Agreement for its terms and conditions. Notwithstanding anything contained herein, any meter(s) will at all times remain our property.

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8. **WARRANTIES.** We warrant the Equipment, PROMs and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROMs and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROMs or Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROMs and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. **THIS IS THE ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROMS AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROMS OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

9. **COMPUTATION OF TOTAL PAYMENT.** You shall pay each and every Period Payment for the entire Initial Rental Term, subject to the Governing Body's right not to appropriate as provided in Section 1. The amount of each Period Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by you, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental). You authorize Pitney Bowes Global Financial Services LLC ("PBGFS"), as our billing and collection agent, to charge the Credit Card specified on page 1 (the "Credit Card") on the due date specified in each invoice for the full amount of each Period Payment. Immediately after the charge, PBGFS shall notify you at your Billing address specified on page 1 of each Period Payment charged against the Credit Card. You authorize PBGFS to charge the first Total Payment after the Equipment has been delivered by us, and to continue to charge the Credit Card for the entire Initial Rental Term of the Agreement, subject to the Governing Body's right not to appropriate as provided in Section 1.

10. **PURCHASE ORDER USE.** You may use a Purchase Order to offer to obtain use of Equipment, provided however, if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for the ancillary services set forth in Sections 3 - 7.

11. **INSURANCE.** You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional Insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay the Period Payments or any other obligation under this Agreement.

12. **DEFAULT.** If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option and without demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due



Miami-Dade County

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and payable, and pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

13. **NOTICES.** All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address on page one hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

14. **REPRESENTATIONS; MISCELLANEOUS.** You represent and warrant that: (a) you are duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against you; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and you are (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. You acknowledge that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment you shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, your Period Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Period Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Global Financial Services service this Agreement for us.

15. **SECURITY AGREEMENT; PERSONAL PROPERTY.** You grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title) and authorize us to file a financing statement with respect to such security interest. The Equipment shall remain personally and not realty.

16. **OPTION.** You shall have the option to return the Equipment (in the same condition as when delivered to you, reasonable wear and tear excepted) to us at the end of the Initial Rental Term and in consideration therefore, we shall credit your account in an amount equal to your Final Payment. In order to exercise this option, you must notify us prior to the due date of your Final Payment and deliver the Equipment to us on the due date of your Final Payment.

17. **SURRENDER.** If you default, or terminate this Agreement by non-appropriation under Section 1, you shall make the equipment available to us for retrieval, in its original condition, reasonable wear and tear excepted. We agree to incur and pay all shipping costs related to such retrieval.

Pitney Bowes acknowledges receipt of the documents titled "County User Access Program (UAP)" and "Independent Private Sector Inspector General". We understand the program as it is outlined in the document and how it applies to the Miami Dade Supervisor of Elections lease of the Relia-Vote Solution upgrades listed within this leasing contract.

Pitney Bowes agrees to make the UAP and the Inspector General terms part of our contractual Relationship with the County for the Relia-Vote solution upgrades described herein.

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DEC 31 2007

BY:.....



Supplemental Agreement No. 1
Contract No. SS8541-0/12

Miami-Dade County

Pitney Bowes Global Financial Services, LLC

By: Salvatore Polletta

Name: Salvatore Polletta

Title: Director, Credit & New Business

Date: March 21, 2011

Attest:

[Signature]
Notary Signature

Notary Seal

Pitney Bowes Inc., through its Document Messaging
Technologies Division

By: Heather Fortuna

Name: _____

Heather Fortuna

Title: Director, Global Business Operations

Date: 3/21/11

Attest:

[Signature]
Notary Signature LINDA SHREVE

Notary Seal